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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Peterson, Gary E. Examiner: Pillai, Namitha
Application Number: 10/716,893 Art Unit: 2173
Confirmation Number: 8694
Filing Date: November 18, 2003
Title: INTERACTIVE RISK MANAGEMENT
SYSTEM AND METHOD

DECLARATION OF OLIVER D'OELSNITZ

I, Oliver d'Oelsnitz declare as follows:

1. I currently reside at 19 Badgers Hill, Virginia Water, United Kingdom, GU25 4SA and am a citizen of the United States. I have no financial or other interest in IMAG Inc. (IMAG).

2. I was employed by DZ Bank New York Branch in the capacity of General Manager, North America from 1998 until 2005. Between 2005 and July 2008, I was employed by WestLB AG as Business Manager and head of corporate finance for Europe, the Middle East and Africa. Since July 2008, I have been self-employed.

3. In preparation for making my Declaration, I have been presented with a copy of an offer letter and proposal bearing my signature which is attached as Exhibit 1. I have also been advised that my Declaration will be submitted to the United States Patent and Trademark Office in connection with one or more patent applications naming Gary E. Peterson as inventor, and that the applications are assigned to IMAG.

4. On December 12, 2002, a meeting was held at a conference room at DZ Bank's offices at 609 Fifth Avenue in New York City. As part of the meeting, Mr. Peterson and Robert P. Catalano of IMAG presented their process mapping tool to me and two of my colleagues, Ms. Mechthilde Boeing, Head of Human Resources and DZ Bank Project Coordinator, and Mr. Jeremy Wood of the Human Resources/Administrative Group of DZ Bank who was technological advisor for all matters in the bank's New York branch.

5. I also confirm the authenticity of the copy of the letter and proposal from IMAG, Inc. dated December 17, 2002, attached as Exhibit 1. Acting in my capacity as General Manager, I accepted this proposal as shown by my signature on January 7, 2003.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application or any patent issued thereon.

Date: March 5, 2009


Oliver d'Oelsnitz



"Solutions For Financial Institutions"

December 17, 2002

Gary E. Peterson
President

Mr. Oliver d'Oelsnitz
General Manager, North America
DZ Bank New York Branch
609 Fifth Avenue
New York, N.Y. 10017

Dear Oliver:

It was a pleasure to meet with you, Mechthilde and Jeremy last week regarding the policies and procedure project. We are pleased to attach our project proposal.

A few points to note: at your suggestion, we have divided the overall project into two phases: analysis and implementation. There are several interrelated parts to the analysis Phase: first, we will conduct, with selected members of DZ staff, a high level review of business areas and transaction flows against identified business and operational risks and will recommend policies and procedures in each area which are required to mitigate the identified risks. Next, we will provide a detailed schematic mapping of the policies and procedures which will set forth the recommended policies and control points throughout DZ Branch. Finally, based upon the schematic, we will recommend an architecture for the policies and procedures manuals in a manner so that they are comprehensive in nature, highly assessable in format (adapted for web based display and containing hyperlinked text) and useful to the user.

The second phase, implementation, involves the actual drafting of the interlinking policies and procedures in a format which is easy to understand and to update on an ongoing basis. Of course, they will be drafted to meet all business, operations, regulatory, audit and compliance requirements.

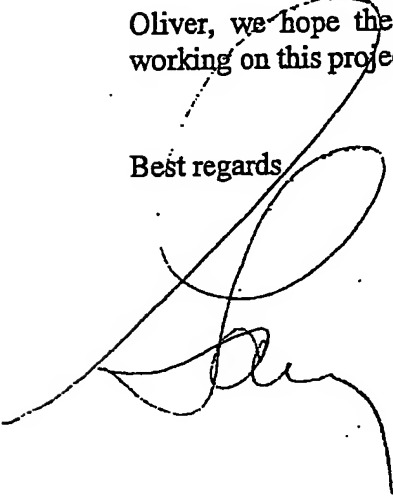
After our review of the quantum of policies and procedures you provided, as well as our review of their overall quality and usefulness, we think that the cost range quoted in our earlier project proposal was correct. However, we wanted to give you as much price flexibility as possible. Thus, we have offered the project on the low end of the range we suggested. Moreover, we have given you an option on how to proceed: you may commit IMAG to both elements of the project now or you may accept our bid for only the analysis part (in which case, you can review other solutions regarding the implementation stage). We have also given you the flexibility of deferring the determination on our involvement regarding the implementation stage while locking in our price quote for a definite period.

Assuming a start early in the New Year, we can complete the analysis phase by the end of February, 2003. We anticipate completing the implementation phase by no later than the end of June, 2003 (though we believe that an earlier date can be achieved).

As always, we ask that this proposal not be disclosed outside of the DZ Group unless and until approved by DZ.

Oliver, we hope the project proposal meets your requirements. We look forward to working on this project, which, once completed will be of great value to DZ.

Best regards



IMAG

INTERNATIONAL MANAGEMENT ADVISORY GROUP

"Solutions For Financial Institutions"

December 17, 2002

Gary E. Peterson
President

Mr. Oliver d'Oelsnitz
General Manager, North America
DZ Bank New York Branch
609 Fifth Avenue
New York, N.Y. 10017

Dear Oliver:

We are pleased to present the following proposal relating to IMAG's project advisory role regarding the development and modification of the policies and procedures at DZ Bank New York Branch ("DZ").

1. The Project: Senior Project Management for the development and modification of DZ's policies and procedures

a. Project Mission

The Project is intended to identify and mitigate (through appropriate policies and procedures) business and operational risk which exists throughout the business and operations areas of DZ and to ensure that the policies and procedures, once developed, are in a form and content that is useful to staff, easy to read, understandable, comprehensive (from a business, audit and regulatory perspective), convenient to update and easy to access via DZ's intranet. IMAG will provide both senior project management as well as the analysis and coordination required in order to manage and implement this Project.

b. Project Roll-out and Structure

IMAG acknowledges that it is essential for the DZ management and staff to be fully involved in both the risk analysis and in the development of the policies and procedures which will be created. Immediately upon the execution of this Project Agreement, senior management of DZ will designate an overall DZ Project Coordinator, as well as a team of individuals representing the business and infrastructure areas of the Branch. This team should include representatives from each major business segment (i.e. asset securitization, project finance, capital markets and corporate lending), as well as representatives from areas such as risk

management, credit, financial control, operations, regulatory compliance, human resources, audit and information technology. Other areas may be represented, as required. IMAG shall utilize these identified team members both as information sources relating to product or infrastructure areas and as a liaison to other members of the area, as required. Once the DZ project team has been appointed, IMAG will conduct a joint roll-out meeting with the DZ Project Coordinator (and to such members of staff as designated by DZ) to explain the objectives of the Project. IMAG will also set forth the anticipated timing of the Project and the anticipated information requirements to be generated from each area.

IMAG shall serve as the overall Project Manager and shall track the progress of the Project on a Master Work and Action Plan. IMAG shall call meetings of the Project Team, as required, shall prepare regular briefings and updates to the DZ Project Coordinator (and other members of DZ Senior Management, as requested), and shall also closely coordinate with members of DZ staff and/or outside vendors regarding the development of DZ's web site and intranet.

c. Project Phases

i. Analysis

The Analysis Phase is the critical research, planning and development phase of the Project. During this phase, IMAG will identify the business and operational risks which exist throughout the business and operations areas of DZ and ensure that the risks are appropriately controlled and mitigated.

The analysis shall include interviews and meetings with DZ Project Team members (as well as other members of DZ staff), a review of outstanding internal audit and regulatory examination reports, a review of transaction flows and a review of current policies and procedures¹. IMAG will then make specific recommendations for each business and infrastructure area regarding policies, procedures, controls and monitoring systems which should be implemented in order to control the identified risks. IMAG's analysis shall be in a schematic (and narrative) form which will map, in detail, the business and operational process flows and will indicate where internal controls, dual controls, separation of duties should be implemented to mitigate risk. IMAG and senior management may also, at this time, make recommendations regarding processes in order to enhance efficiencies and foster more effective controls.

¹ In this regard, DZ agrees to provide IMAG with any special information which may be required regarding German and/or EU banking regulations to which DZ New York Branch may be subject.

Once senior management has agreed (or modified) IMAG's recommendations, IMAG will develop and present to DZ senior management an architecture for the policy and procedure manuals so that they will be prepared in a form and content that is easy to read, understandable, comprehensive, fully cross-referenced and easy to access via DZ's intranet.

ii. Implementation

During the Implementation phase, IMAG will prepare the actual policy and procedure manuals to be utilized by DZ staff. The key element of the manuals will be their relevance to the day to day business and operations of DZ and will focus upon the types of situations and issues which are encountered by staff. They will be designed to make full use of the available technologies (e.g. hyperlinks and pdf files).

This is a complex work piece that requires a deep skill base. It combines three elements: the actual drafting of and revision to policies and procedures with a content to ensure that the scope and coverage requirements are met; the incorporation of the results (e.g. revised policies and/or flows) of the business and operational efficiency review; and the incorporation of both within the context of the agreed Mapping format. Once this platform is in place, future updates will be very easy to accomplish.

2. Staffing and Duration

We propose that the undersigned be engaged as overall Project Manager for the design and development of the Manual project. Other members of the IMAG Project Team will be Tom Pastore and Bob Catalano (review of existing policies and procedures and business risk and operational risk analysis; development of the actual policies and procedures); Rob van Eyck (review policies and procedures to ensure that they are user friendly and useful) and Doug Sloan (compliance, audit and regulatory considerations). IMAG may supplement this staff with other individuals as may be required in order to fully address specific needs of DZ which may arise during the project.

Assuming a commencement date of January 2, 2003, and the availability of DZ staff for interviewing purposes, we believe that the Analysis Phase will be completed by the end of February, 2003. We further believe that the Implementation Phase will take about 90 days to complete.

3. Costs and Expenses

IMAG will charge \$150,000 for both the Analysis and Implementation Phases. DZ may elect for IMAG to handle the Analysis Phase only and defer a determination regarding the Implementation Phase for 30 days after the commencement of the work on the Analysis Phase. IMAG's charge for the Analysis Phase only is \$100,000. IMAG agrees to will retain its bid of \$50,000 for the Implementation Phase for the 30 day period following execution. * Thereafter, if DZ determines to utilize IMAG for the Implementation Phase, IMAG will not be held to the \$50,000 bid.

* i.e. Feb. 6, 2003

IMAG's fee for the Analysis Phase shall be payable as follows: \$33,000 at the execution of the agreement, \$33,000 thirty days after execution and the balance due upon satisfactory completion. Payment of the Implementation Phase shall be made on a mutually agreed schedule.

DZ agrees to reimburse IMAG for all reasonable expenses directly and properly incurred in the performance of its duties hereunder, provided that IMAG will incur no expenses over \$100 without the express prior approval of the Branch's Engagement Manager(s). While we do not contemplate hotel, auto or air travel in this engagement, all air travel shall be by business class (if available) and hotel arrangements shall be at hotels customarily utilized by business travelers.

4. Contingencies

IMAG's undertaking is predicated upon the following assumptions: that this Proposal is accepted by no later than December 24, 2002; that you will provide such information as IMAG shall reasonably require to complete its work under this Engagement; that IMAG's staff is free to visit your New York City offices, as required; and that your staff (and the vendors) will make themselves reasonably available to respond to our queries during the duration of the assignment.

5. Cancellation

This Project may be terminated at any time if IMAG fails to perform or observe any material obligation or duty in connection with the provision of services hereunder; or commits an act of bankruptcy

6. Independent Contractor

It is understood that IMAG and its employees are independent contractors and not employees of the DZ Group or any owned or controlled subsidiary or affiliate of the DZ Group (collectively, "the Group"). Neither the Group or IMAG will solicit the services of employees of the other for employment during the Project or for a period of one year following the completion of the Project.

7. Confidentiality

DZ agrees that the work product provided by IMAG is proprietary and will not disclose any documentation, forms, examination preparation material or strategy papers to any third parties outside of the Group except as required for Examination or Audit purposes or as necessary in the course of day to day of business.

After reviewing this letter, kindly confirm that the foregoing is acceptable by sending signing and returning the duplicate of this letter attached hereto.

We look forward to working with you on this important assignment.

Very truly yours,

Read, Agreed to and Accepted.

Authorized Signatory

Date

11/7/03